INSTRUCTIONS FOR COMPLETING COMMERCIAL INCOME & EXPENSE REPORT

(Do not return these instructions with your report)

The following instructions are provided to aid you in filling out the Income and Expense Report form. The information provided on the report should be in accordance with the accounting methodology used to report federal income taxes. Expenses are to be reported only once; double reporting is prohibited. Please round amounts to the nearest dollar. If you have any questions, please call Mr. Anthony Daniels, Program Coordinator, at (202) 442-6794, or you may email him at anthony.daniels@dc.gov.

A. PROPERTY INFORMATION (Some of this information is pre-filled on the enclosed Income & Expense Report form)

- a. Enter the reporting period. The reporting period is typically January 1 through December 31 of the most recently completed calendar year.
- b. Enter the Square Suffix and Lot (if the property encompasses more than one SSL, list the main SSL here).
- c. Enter the Assessment Notice Number that was assigned to this property, as provided on the Assessment Notice and also provided in the letter entitled Notice of Income & Expense Filing Requirement that accompanied this I&E Form.
- d. Enter the Use Code, Neighborhood Code, and Building Class.
- e. List the Apartment Name.
- f. List the Premise Address.
- g. List the additional SSLs that comprise an economic unit with the main SSL for filing purposes (these additional SSLs do not separately report).
- h. Provide the Owner's name and address.

CERTIFICATION

The Income & Expense Report must be signed by the owner or an officially authorized representative. Please type the name and title of the person certifying the Report, the name and phone number of the person to contact regarding any questions about the information within the Report, and the property owner's federal tax ID number.

- i. Take note of the certification information. Your signature certifies, under penalty of law, that the information provided is true, correct and complete to the best of your knowledge and belief. Making a false statement is punishable by criminal penalties. Please reference DC Code §§ 22-2405 and 47-44106.
- j. You must sign the form or else it is incomplete.
- k. Identify the property management company, if any, and provide contact information.

B. PROPERTY SPACE AND VACANCY

- a. Enter the Gross Building Area, Net Leaseable Area, and Number of Parking Spaces.
- b. Enter the amount (in square feet) of Above Grade Space, by use (office, retail, or storage).
- c. Enter the amount (in square feet) of Below Grade Space, by use (office, retail, or storage).
- d. Enter the amount (in square feet) of Vacant Space available as of January 1 (of the reporting year).
- e. Enter the amount (in square feet) of Vacant Space available as of December 31 (of the reporting year).
- f. Enter the Income Loss due to Vacancy during the reporting year.
- g. Enter the Measuring Method (GSA, BOMA, or Other)
- h. Indicate whether the Interior Finish or Build-Out of space is provided by (responsibility of) the Owner or Tenant.
- i. For Industrial Use Only: Enter the amount (in square feet) of Office Space, Unfinished Space, Heated Space, Cooled Space. Enter the ceiling height, in feet.

C. ANNUAL INCOME

Please enter the following income information for the period covered by this statement. Total actual income is the cumulative income received from all leased spaces in a 12-month (reporting) period, plus any other income.

- 1. Enter the actual income (collected) for the rental of all Office space, as described above.
- 2. Enter the actual income (collected) for the rental of all Retail space, as described above.
- 3. Enter the actual income (collected) for the rental of all Industrial/Warehouse space, as described above.
- 4. Enter the actual income (collected) for Escalations in base rents, Overage rents, and Percentage rents, in accordance with the terms of the applicable leases.

- 5. Enter the actual income received in a 12-month (reporting) period for storage space.
- 6. Enter the actual income received in a 12-month (reporting) period for parking.
- 7. Enter any other rental income, or other income attributable to the property, not covered by lines 1 through 6 above.
- 8. Sub-Total Income is the Sum of lines 1 through 7.
- 9. Enter the Reimbursements from the tenant's pro rata share or pass-through of Real Estate Taxes.
- 10. Enter the Reimbursements from the tenant's pro rata share or pass-through of Common Area Maintenance.
- 11. Total Actual Income is the Sum of lines 8 through 10.

D. CONCESSIONS

12. Any free rent or incentives provided to tenants signing new leases within the building. Additional details about new leases will be reported later in under, New Lease Abstract.

E. EXPENSES

These are expenses necessary to maintain the production of income from operation of the property. Do not include any expense items such as tenant improvements, ground rent, mortgage interest or amortization, personal property tax, depreciation, income taxes, or capital expenditures. These are not operating expenses. Capital expenditures include investments in remodeling, or replacements, which materially add to the value of the property or appreciably prolong its useful life. Capital expenditures are requested in a separate section of this form.

For each expense item, indicate if the expenses are paid by the owner or by the tenants. Typically, the owner pays all expenses in a full-service lease, whereas the tenant pays all expenses in a net-net-net or triple-net lease.

Management & Administrative:

- 13. Amount paid to a management company or self for operating the building. Do not count Management expenses here if the same administrative costs are shown elsewhere.
- 14. Include any advertising and marketing expenses.
- 15. Include any other administrative payroll, office supplies, accounting, professional and legal fees.

Utilities:

- 16. Expense of water and sewer services for the reporting period.
- 17. Electricity expense.
- 18. Specify the primary heating fuel (oil, gas, etc.) used for heating the building and its expense. Do not include an amount for electric if it is listed above. If more than one type of fuel is used indicate the type and cost.

Repairs, Maintenance & Contract Services:

19. Expenses for repairs and maintenance include payroll and benefits for staff, expenses for maintenance supplies, annual maintenance and repairs, contract services. Examples include painting, replacing light bulbs, carpet, window treatments, etc. The extent of repairs here will be minor and normally anticipated.

Extensive repairs to the roof, HVAC system, structural additions, extensions, etc. are capital expenditures, which go on line 32.

- 20. Expenses for mechanical repairs, HVAC repairs, plumbing and electrical repairs.
- 21. Expense for elevator repairs which include parts, labor, contract services.
- 22. Expenses for janitorial services which include cleaning and supplies, contract services.
- 23. Expenses for landscaping services which includes common areas, ground maintenance, contract services.
- 24. Expenses for trash collection.
- 25. Expenses for security
- 26. Expenses for other repairs. (An itemized list with explanations for each item is required.)
- 27. Total Operating Expenses is the Sum of lines 13 through 26. Operating expenses do not include Real Estate Taxes.

D. FIXED EXPENSES

List all fixed expenses incurred by the property.

- 28. Identify fire/casualty insurance expenses relevant to the reporting period only. Some insurance policies are multi-year contracts. Please include only one year's cost.
- 29. Specify any miscellaneous taxes and license fees (ex. Payroll taxes, D.C. Franchise tax, etc.). Include and identify BID, Vault and Arena taxes. Do not include Real Estate Tax.
- 30. Total Fixed Expenses is the Sum of lines 28 and 29.

E. CAPITAL EXPENDITURES/RESERVES

Please list capital reserves on hand. (Cash Basis)

- 31. Report capital reserves held for pending expected and unexpected improvements to the property.
- 32. Please report and attach a detailed list of any capital improvements or renovations to the property during the current reporting period. This will include any code compliance capital expenditures. Indicate the total cost and date of the expenditure.
- 33. Report and attach a detailed list of any capital improvements or renovations to the property anticipated in the next five years. This will include any code compliance capital expenditures. Indicate the total cost and date of the expenditure.

F. ANNUAL GROUND RENT

- 34. List the actual annual ground rent.
- 35. List the starting date of the ground lease.
- 36. List the ending date of the ground lease.

G. MORTGAGE/SALE OF PROPERTY OR CHANGES IN OWNERSHIP/MANAGEMENT

- 1. Indicate if there is a mortgage on the property referenced in this questionnaire. If yes, please provide information pertaining to the new or existing mortgage.
- 2. Sales information. If a transfer has occurred in the last 3 years, detail the most recent transfer. List the percent of ownership that changed whether it is fractional or complete.
- 3. Indicate when the most recent independent fee appraisal has been done for the property and by which firm.

H. LEASING REPORT

List each tenant's location, size of leased area, base rents and other relevant data associated with the occupied space. As an alternative to filling out the sheet, you may wish to download the ANNUAL LEASING REPORT spreadsheet from our website in order to electronically list larger numbers of leases.

Print the ANNUAL LEASING REPORT and attach it to the Report. Please refer to "Instructions for preparing the Annual Leasing Report" below for specific guidance.

I. NEW LEASE ABSTRACT

Identify all leases signed in the calendar year referenced for this questionnaire and all relevant data regarding the terms of the leases whether or not the tenant takes occupancy that calendar year. You may copy this page if additional space is required. Please refer to "Instructions for preparing the New Lease Abstract" below for specific guidance.

Mail your completed form to:

Real Property Tax Administration Attention: Income & Expense P.O. Box 71440 Washington, DC 20024

OFFICE OF TAX AND REVENUE - REAL PROPERTY TAX ADMINISTRATION 1101 4th Street, S.W., Suite W550, Washington, D.C. 20024

INSTRUCTIONS for preparing the ANNUAL LEASING REPORT – (RENT ROLL)

See Reverse for INSTRUCTIONS for preparing the New Lease Abstract

- 1) **Tenant:** Type in the name of the individual who, or organization name which, are signatories to the lease or identity the trade name which will provide easy recognition of the tenant and/or leased space.
- 2) **Tenant Federal Tax I.D. Number:** Please provide each tenant's Federal tax I.D. number, if known.
- 3 & 4) Lease Status & Use Type: In this column indicate whether the lease status is Occupied or Vacant. Also, indicate the use type (Office, Retail, Storage, Garage). Example; if an office space is vacant, type in Vac./Off. If an office space is occupied but delinquent (more than three months behind in rent payments) then type in Dlqnt./Off. Designate other uses similarly (Retail, Vac./Retl, Dlqnt./Retl. etc.).
 - 5) **Floor Level:** Indicate on which level above or below grade the leased space in question is located. The number 1 shall equal at-grade space, 2 one floor above, and so on up to the top floor. The top floor should be designated by its ordinal sequence, not "Penthouse" or other adjective. **"L1"** shall designate the first floor below grade ["Lower (level) One"] and **"L2"** the second level below grade, (etc.). Do not use concourse or other name for below grade levels. A half-level above grade may be designated Mezz. for mezzanine.
 - 6) **Area Sq. Ft.:** Enter the leased area associated with the rental payments indicated on the same line. If an individual tenant has multiple uses (office, storage, below grade office, etc...) list the square footage, which corresponds to each lease rate. This value should include any core or common area additional to the occupied area if this additional "core" area is the basis for additional rental income.
 - Contract Base Rent \$ Per Sq. Ft.: This rate should equal the actual lease payment as specified by the lease including any percentage escalation. The rate should reflect the actual rate in effect during the preceding year for the month of December, unless the lease terminates earlier in the year. The method of reporting, i.e., a single full service rent vs. a triple net rent plus pass-throughs, is up to the preparer of the rent roll, however in all leases the total of the rent plus pass-throughs should be supported by actual checks or lease payments received by the ownership. A full service lease means that most of the operating expenses are borne by the landlord. Therefore, any minimal pass-throughs associated with the full service rent will be reported under column 10. A triple net lease means that most of the operating expenses are borne by the tenant. Therefore, any pass-throughs which are reimbursed by the tenant to the landlord should be included under columns 10 and 12. Lease payment receipts or canceled checks may be requested as a part of compliance audits or support for appeals.
 - 8) **Tenant Improvements \$ Per Sq. Ft.:** This column represents the cost per square foot of tenant improvements. One hundred percent of the interior build-out construction cost should be reported; however, under no circumstance should <u>Capital Expenditures</u> such as code compliance (ADA, Fire/Life Safety, Hazard abatement) or common area updating (lobby/hallway renovation, roof or elevator replacement) be included in the tenant improvement budget. If the tenant pays directly for tenant improvements (i.e. with retail tenants) <u>and the costs are unknown,</u> then enter N/A. Tenant improvements are not an operating expense and should not be deducted from operating income to calculate net operating income.
 - 9) **Expense Stop Base-Year:** Many leases require full service tenants to pay any and all increases in expenses over and above those recorded in a specified "base" year. Typically the "base-year" is the first full year following the commencement of the lease. Please indicate if the lease specifies a "base-year" and the exact "Expense Stop" (the expense stop may be a specified formula or dollar amount).
- Operating Expense Pass-Through: Enter the dollars per square foot of leased area which are paid to the landlord as additional rent or "reimbursement" of utilities, management, repairs, maintenance, and other operating expenses. The figure should reflect 100% of operating costs for a triple net lease, 0% for a completely full service lease or the actual if some division of the operating expenses is called for in the lease. Under no circumstance should <u>Capital Expenditures</u> such as code compliance (ADA, Fire/Life Safety, Hazard abatement) or common area updating (lobby/hallway renovation, roof or elevator replacement) be included in the operating expense budget. Entries for code compliance under Sec.17 of the FP-208B should **not** be included as operating expenses.
- 11) **Tenant Pays Exp. Y / N:** In some cases tenants pay for electric of other expenses directly and the values are unknown to the landlord. In this circumstance, enter "Y" for yes in column (11), otherwise enter "N" for no. Also, indicate which expense is paid by the tenant in a footnote.
- 12) Real Estate Tax Pass-Through: This figure represents dollars per square foot of leased area which are paid to the landlord as additional rent or "reimbursement" of real estate taxes. The figure should reflect 100% of real estate tax for a triple net lease, 0% for a completely full service lease or the actual if some division of the real estate tax is called for in the lease.
- 13) Lease Type: The lease type should describe the parameters and guidelines with relation to tenant costs

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- versus landlord costs which are usually outlined in each individual lease. Define if the lease is a <u>FULL</u> <u>SERVICE LEASE</u>, <u>NET LEASE</u>, <u>NET NET LEASE</u>, <u>TRIPLE NET LEASE</u>, or <u>GROSS LEASE</u>.
- 14) Annual Rate of Rent Increase: This value should represent the actual percentage by which the rent indicated in column (7) has been increased over the prior years' rent. If the lease contains a fixed percentage, that number should be included. If the lease specifies a formula based on an index (e.g. the Consumer Price Index or CPI) then the actual percentage which has been applied to calculate the rent indicated in column (7) should appear.
- 15) **Gross Potential Rent:** This figure is calculated by the table and does not require your input. If you are unable to acquire the Annual Leasing Report as an *Excel, Lotus* or *Quattro-Pro* spread sheet, then multiply the sum of columns (7), (10) and (12) times the leased area (column 6).
- 16) **Total Rent \$ Per Sq. Ft:** This column is also calculated by the spread sheet version of the rent roll and does not require entry. For manual calculation the formula is: The sum of the Current Base Rent and Pass-Throughs (columns 7, 10 &12).
- 17, 18, 19) Lease <u>Terms Start Date</u>, <u>Terms (Years)</u>, <u>Expiration Date</u>: The start-date, lease term and expiration date of each lease should be entered as they appear in the lease.
- 20) **Lease Commission Rate:** Specify the commission rate paid to leasing agents for this lease.

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INSTRUCTIONS for preparing the NEW LEASE ABSTRACT

See Reverse for INSTRUCTIONS for preparing the ANNUAL LEASING REPORT

- 1) **Tenant Name:** Type in the name of the individual who, or organization name which, are signatories to the lease or identity of the trade name which will provide easy recognition of the tenant and/or leased space.
- 2) **Tenant Federal Tax I.D. Number:** Please provide each tenant's Federal tax I.D. number, if known.
- 3) Location (floor(s): Indicate on which level above or below grade the leased space in question is located. The number 1 shall equal at-grade space, 2 one floor above, and so on up to the top floor. The top floor should be designated by its ordinal sequence, not "Penthouse" or other adjective. "L1" shall designate the first floor below grade ["Lower (level) One"] and "L2" the second level below grade, (etc.). Do not use concourse or other name for below grade levels. A half-level above grade may be designated Mezz. for mezzanine.
- 4) Occupied Net Rentable Area: Enter the leased area associated with the rental payments indicated on the same line. If an individual tenant has multiple uses (office, storage, below grade office, etc...) and different rental rates per use, fill out a new lease abstract for each new lease rate. List the square footage which corresponds to each new lease. This area should include any core or common area additional to the occupied area if this additional "core" area is the basis for additional rental income.
- 5) <u>Measuring Method:</u> Indicate which method of measurement used to calculate Gross Building Area.
- 6) **Status:** For each tenant identified in # 1, please indicate if the lease is (1) Master Lease, (2) New Tenant, (3) Renewal, or (4) Option Exercised.
- 7) <u>Date of Lease Signed:</u> Please list the actual date the lease was signed by the tenant as it appears in the lease.
- 8) **Lease Start Date:** Indicated the date the lease commenced as it appears in the lease. This should be the date the tenant began paying rent for the leased space.
- 9) **Date the Lease Ends:** Please list the actual date the lease expires as it appears in the lease.
- 10) **Term**: Please list the length of terms of the lease as it appears in the lease.
- 11) **Renewal Option:** Indicate the terms of any renewal options provided to the tenant as it appears in the lease. For example, (1/5): one option to renew after the fifth year of the current lease.
- 12) Base Rent \$ Per Sq. Ft.: This rate should equal the actual lease payment as specified by the lease.
- Annual Base Rent Increase: This value should represent the actual percentage by which the rent indicated in # (12) will be increased in the subsequent years. If the lease contains a fixed percentage, that number should be included. If the lease specifies a formula based on an index (e.g. the Consumer Price Index or CPI) please note the corresponding index to be used.
- 14) <u>Lease Type:</u> The lease type should describe the parameters and guidelines with relation to tenant costs versus landlord costs which are usually outlined in each individual lease. Define if the lease is not <u>FULL SERVICE LEASE</u>, <u>NET LEASE</u>, <u>NET NET LEASE</u>, <u>TRIPLE NET LEASE</u>, then specify other.
- 15) <u>Tenant Pays:</u> Which of these expenses does the tenant pay? *Tax Escalation* An amount over the base year real estate taxes as indicated in the lease, if Tax Escalation clause exists. *Expense Escalation* An amount over the base year expenses as indicated in the lease, if Expense Escalation clause exists. Indicate the Base Year for each.
 - Which type of utility does the tenant pay? Check all that apply.
 - Which operating expense does the tenant pay? Check all that apply.
 - Is the Tenant responsible to pay a Percentage Rent or Overage? If so, how is it calculated?
- Tenant Improvements: This column represents the cost per square foot of tenant improvements. One hundred percent of the interior build-out construction cost should be reported; however, under no circumstance should <u>Capital Expenditures</u> such as code compliance (ADA, Fire/Life Safety, Hazard abatement) or common area updating (lobby/hallway renovation, roof or elevator replacement) be included in the tenant improvement budget. If the tenant pays directly for tenant improvements (i.e. with retail tenants) and the costs are unknown, then enter N/A. Tenant improvements are not an operating expense and should not be deducted from operating income to calculate net operating income.
- 17) Leasing Commission: Specify the commission rate paid to leasing agents for this lease
- 18) **Concessions:** Explain if there are any concessions offered to tenants.